

MEMORANDUM

March 7, 1985

Continued under advisement: February 20, 1985

Taken under advisement: January 24, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: APPROVAL OF DEVELOPMENT PLAN AND DEVELOPMENT
IMPACT PROJECT PLAN FOR A PROPOSED PLANNED DEVELOPMENT
AREA LOCATED AT 75-101 FEDERAL STREET, BOSTON PROPER

Franklin Federal Partners, a Massachusetts Partnership whose general partners are 75 Federal Street Associates, a Massachusetts Limited Partnership, and Boston HS Associates, a Colorado Partnership, seek a Planned Development Area (PDA) designation for land bounded by Devonshire, Franklin and Federal Streets and by the Winthrop Square parking garage owned by the City of Boston. The project will also be subject to a Development Impact Project (DIP) payment to the City of Boston. The development plans required for such projects are combined into a single PDA/DIP Plan which is attached.

The area contains an existing 21-story office building at 75 Franklin Street which is to be retained. A 31-story structure is to be built on adjacent vacant land now used as a parking lot. The new building will provide underground parking for approximately 140 cars. Access to the parking and to four loading bays will be from Federal Street. The ground floor will be occupied by retail uses along an interior pedestrian way running between Devonshire and Federal Streets. The existing building contains approximately 266,650 square feet and the new structure is to contain no more than 565,000 square feet, for a maximum floor area ratio of 18.9, based on the size of the lot owned by Franklin Federal Partners and approximately 1,900 square feet of below-grade easement area to be acquired from the City. The Developers plan to use space beneath the sidewalk as part of the underground garage and they will improve the sidewalks in conformity with the schematic drawings which are part of the Development Plan.

The DIP, or "linkage", payment is expected to amount to \$2,325,000 to be paid in 12 equal annual installments, or the Developers could elect to create housing units for low and moderate income residents costing the above sum.

The Development Plan and Development Impact Project Plan (attached) and Schematic Drawings have been reviewed and approved by the staff.

I recommend that the Authority approve the attached Development Plan and Development Impact Project Plan for Planned Development Area No. 20. Appropriate votes follow.

VOTED: That in connection with the Development Plan and Development Impact Project Plan for land at 75-101 Federal Street, Boston Proper, presented after public notice at a public hearing duly held at the offices of the Authority on January 24, 1985, and after consideration of the evidence presented at that hearing, ← the Boston Redevelopment Authority finds that said Plan (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Planned Development Area zoning designation and for a Development Impact Project Plan as set forth in the Boston Zoning Code as amended;

and further

VOTED: That pursuant to the provisions of Sections 3-1A and 26-3 of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the said "Development Plan and Development Impact Project Plan for Planned Development Area No. 20". Said Development Plan is embodied in a written document of the aforesaid title dated January 24, 1985, as amended, and in a series of schematic drawings listed in Appendix E of said document; said document and drawings shall be on file in the office of the Director of Zoning of the Authority;

and further

VOTED: That the Authority hereby authorizes the Director to petition the Zoning Commission of the City of Boston for a Planned Development Area overlay designation for the parcel of land which is the subject of the Development Plan for Planned Development Area No. 20; to execute in the name and on behalf of the Authority a Cooperation Agreement and Development Impact Project Exaction Agreement with the developer of said Planned Development Area and Development Impact Project Area; and to certify, in the name and on behalf of the Authority, that plans submitted to the Building Commissioner in connection with said Plan are in conformity with said Plan and have been subject to the Authority's design review procedures, and that the developer has entered into an agreement with the Authority to be responsible for a Development Impact Project Exaction.

and further

VOTED: That in reference to petition(s), to be brought by Franklin Federal Partners, for exceptions as listed in the Development Plan and Development Impact Project Plan for Planned Development Area No. 20, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that the Zoning Commission will have adopted a Map Amendment

designating the land involved as a B-10-D zoning district, and provided, further, that final working drawings be submitted to the Authority for design review to ensure that the drawings are consistent with the drawings previously approved by the Authority and with said Plan; and the Authority hereby authorizes the Director to certify to the Board of Appeal that the exceptions requested are in conformity with said Development Plan.

Subject to PIC

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FACT SHEET
101 FEDERAL STREET

Development Team

Developer: Franklin Federal Partners - a joint venture between Himmel/MKDG and HN Gorin Associates, Inc.

Architect: Kohn Pedersen Fox Associates, P.C.

Land owner: Franklin Federal Partners

Parcel Description

Location: 75-101 Federal Street

Size: 44,036 square feet, of which 1,900 square feet are City-owned sidewalks.

Project Description

Addition to existing building located at 75 Federal Street

Height: 31 stories (33 stories originally proposed)
365.5 feet to roof
381.5 feet to parapet (461 feet originally proposed)

Gross square
footage: New Construction - 565,000
Existing Building - 266,650

Floor area ratio:
(including existing building) 19.7 over premises owned by Franklin Federal Partners
18.9 over entire PDA (including 1,900 square feet of below-grade easement to be acquired from the City)

Exterior
material: Limestone, granite, polished marble, stainless steel

Parking: 140 below-grade spaces

Uses:
(new construction only) Office: 550,000 square feet
Retail: 15,000 square feet

Financing
Estimated total
development cost: \$112 million

Schedule

Construction start: Spring 1985

Occupancy: Spring 1987

Benefits

Annual Taxes

existing:	\$ 535,000
upon completion:	\$2,972,000
increase in taxes:	\$2,437,000

Estimated Development

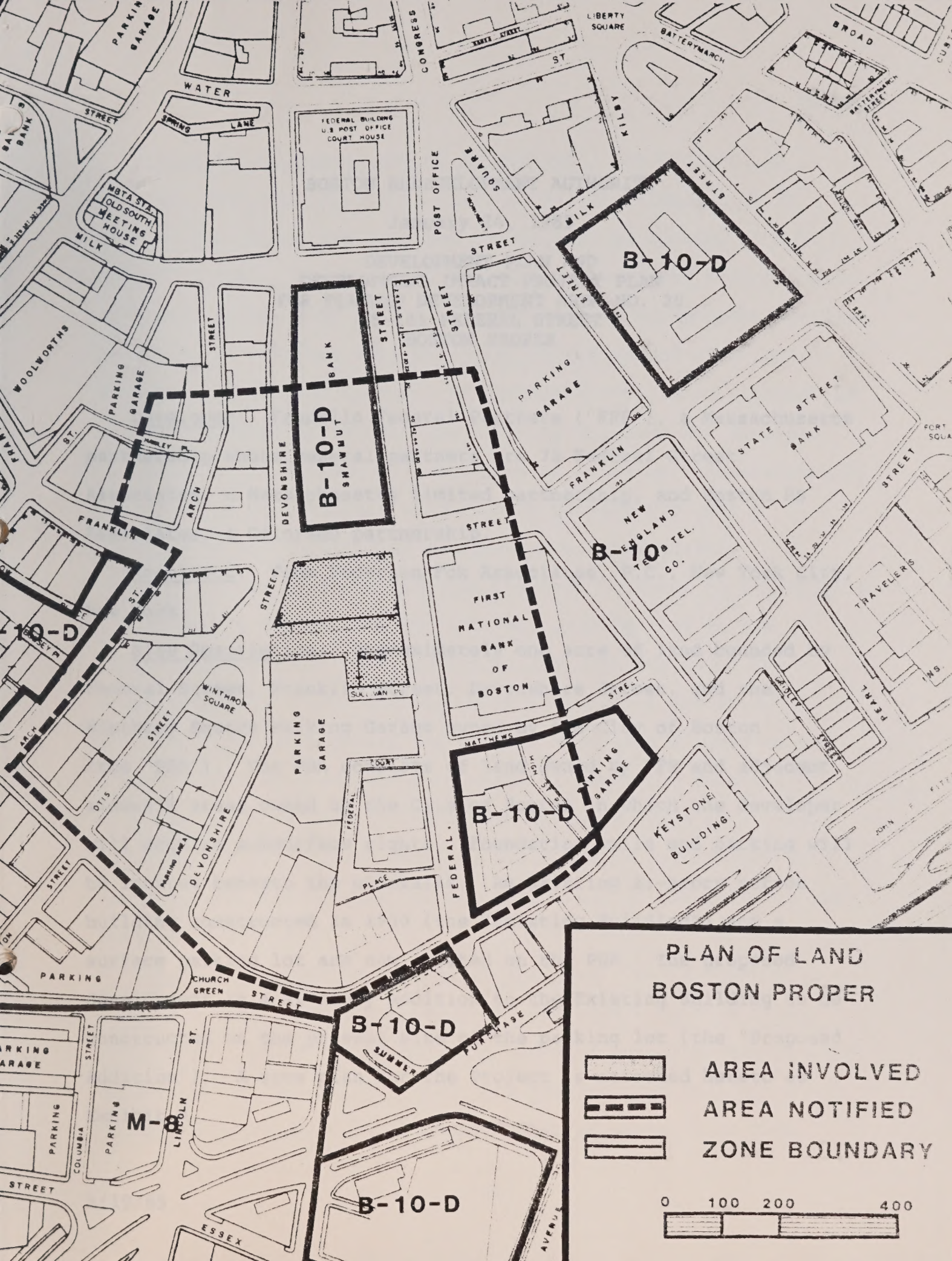
Impact Payment: \$2,325,000

Employment:

3000 permanent jobs
800 construction jobs (person-years)

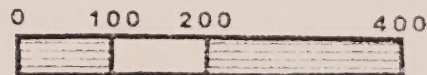
Exceptions Requested

Floor Area Ratio, Setback of Parapet, Rear Yard, Off-street Loading Bays, and the following Conditional Uses: take-out restaurant, parking garage, accessory off-street parking.



PLAN OF LAND
BOSTON PROPER

- AREA INVOLVED
- AREA NOTIFIED
- ZONE BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY

January 24, 1985

DEVELOPMENT PLAN AND
DEVELOPMENT IMPACT PROJECT PLAN
FOR PLANNED DEVELOPMENT AREA NO. 20
75-101 FEDERAL STREET
BOSTON PROPER

Developer: Franklin Federal Partners ("FFP"), a Massachusetts partnership whose general partners are 75 Federal Street Associates, a Massachusetts limited partnership, and Boston HS Associates, a Colorado partnership.

Architect: Kohn Pedersen Fox Associates, P.C., New York City, New York.

Site Description: Approximately one acre of land bounded by Federal Street, Franklin Street, Devonshire Street, and the Winthrop Square Parking Garage owned by the City of Boston (the "PDA"). The PDA consists of land owned by FFP and adjacent sidewalk areas owned by the City of Boston in which the developer will acquire subsurface rights. Foundation walls and parking will be located beneath the sidewalks. An existing 21-story office building constructed in 1930 (the "Existing Building") and a surface parking lot are now located on the PDA. The proposed development is a 31-story addition to the Existing Building to be constructed on the present site of the parking lot (the "Proposed Addition"). A site plan for the Project is attached hereto as Exhibit A.

Location and Appearance of Structures: The Project, as planned, will consist of the Existing Building located at 75 Federal Street and the Proposed Addition to be located at 101 Federal Street. The Existing Building and Proposed Addition will be owned and operated as a single building. The Existing Building and Proposed Addition will be joined at the ground floor and on floors three through eleven. No demolition will occur (except as may be necessary to connect the Existing Building and Proposed Addition). The Project will preserve an existing landmark-quality building and will replace an unsightly parking lot with a first-class office building constructed of high quality materials. The Proposed Addition has been designed to establish a conformity of design with the art-deco architecture of the Existing Building. The fenestration and roof design of the Proposed Addition will correspond to features of the Existing Building. Spandrel panels and glazing have been aligned on the facade of the Proposed Addition where it meets the Existing Building to unify the two components of the Project as a single structure. The Proposed Addition will also be constructed with stone facing that matches the dominant tones of the walls of the Existing Building.

General Description of Project and Uses: The Project will contain a total of approximately 831,650 square feet of gross floor area. The existing building contains approximately 266,650 square feet of gross floor area, and the Proposed Addition shall contain no more than 565,000 square feet of gross floor area.

Gross floor area and floor area ratio calculations herein are exclusive of parking and loading areas and otherwise as defined in the Boston Zoning Code. The ground floor of the Proposed Addition shall be devoted to active retail uses and other floors will be used for office space and similar uses. A through-block pedestrian mall will be located on the ground floor of the Proposed Addition to permit pedestrian traffic to pass through the Project from Devonshire Street to Federal Street. Retail uses will be located along the pedestrian way to form a weather-protected retail arcade. The Proposed Addition will also contain 4 truck loading bays and a below-grade parking facility with approximately 140 parking spaces. Access to and egress from the parking and loading facilities will be from Federal Street. A list of the proposed uses to be included in the Project is attached hereto as Exhibit B.

Estimated Construction Time: FFP expects to commence construction in June, 1985, and anticipates that construction will be completed by June, 1987.

Equal Employment Opportunity Plan: During the 24 month construction period, FFP estimates that a total of 800 jobs will be created. After completion, FFP estimates that the Project will create approximately 3,000 permanent jobs. FFP shall formulate a voluntary Employment Opportunity Plan, which plan will describe Applicant's good faith efforts to achieve a goal that 50% of the employment opportunities created in the Project will be made available to Boston residents.

Development Impact Project Exaction: As required under Section 26-3 of the Boston Zoning Code, FFP will enter into a Development Impact Project Exaction Agreement with the Boston Redevelopment Authority and the Neighborhood Housing Trust, or with the Boston Redevelopment Authority acting on behalf of said Trust if such Trust has not been established at the time of execution of the Agreement. The Development Impact Project Exaction will be either a Housing Payment Exaction or a Housing Creation Exaction for the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston. If the Development Impact Project Exaction is made as a Housing Payment Exaction, payments to the Neighborhood Housing Trust (or to the Boston Redevelopment Authority in a fiduciary capacity) will be paid in 12 equal annual installments, the first installment due upon the issuance of a Certificate of Occupancy for the Proposed Addition or 24 months after the issuance of a building permit for the Proposed Addition, whichever occurs first. The total Development Impact Project Exaction shall be \$5.00 for each square foot of gross floor area over 100,000 square feet contained in the Proposed Addition. As the Proposed Addition is currently planned, the amount of the Development Impact Project Exaction will be approximately \$2,325,000 as calculated below.

Total Gross Floor Area	
of Proposed Addition	565,000 SF
<u>less</u> exclusion	- 100,000 SF
	465,000 SF

x	\$5.00
	\$2,325,000

Changes in the total gross square footage of the Proposed Addition may occur as a result of continued design review. If such changes occur, the Development Impact Project Exaction shall be reduced in accordance with Section 26-3 of the Zoning Code.

Density: The Floor Area Ratio for the Project shall not exceed 18.9 for the PDA. FAR calculations are shown on Exhibit C attached hereto.

Proposed Dimensions of Structures: The height of the Existing Building is 240 feet. The Proposed Addition shall not exceed 31 stories. The height of the Proposed Addition (excluding roof structures not devoted to human occupancy and roof ornamentation) shall not exceed 365.5 feet measured from the grade of the floor of the ground floor of the Existing Building. A schedule of Project areas is contained in Exhibit C attached hereto.

Traffic Circulation: Immediate vehicle access to the Project will be through separate entrances for cars and trucks on Federal Street leading to below-grade parking areas and loading docks. The Project has been specifically designed with a drive-in truck ramp so that truck traffic entering the Project will not obstruct Federal Street. The dominant pedestrian entrances to the Project will be at either end of the pedestrian way connecting Devonshire Street and Federal Street. Access to the Project will also be available through the existing Franklin Street entrance to the Existing Building.

Access to the Project will be available from the major arterial system via the following off-ramps from the Central

Artery: High Street and Summer Street from the north and Atlantic Avenue from the south. Traffic exiting downtown Boston from the Project will use the corresponding on-ramps.

Traffic-related impacts of the Project were the subject of a report submitted to the Authority entitled Transportation/Traffic Analysis for 101 Federal Street (Revision No. 2, December 1984) prepared by HMM Associates, Inc. of Concord, Massachusetts. The report concludes that the expected magnitude of private vehicle trips to be generated by the Project will not have a significant effect upon overall traffic operations in the area adjoining the Project.

Public transportation is available at the following locations:

<u>Transportation</u>	<u>Station</u>	<u>Walking Time</u>
Commuter Rail	South Station	5 minutes
Commuter Rail	North Station	12 minutes
Red Line	Washington Street	4 minutes
Blue Line	State Street	5 minutes
Orange Line	State Street	5 minutes
Green Line	Park Street	6 minutes
Express Buses	Franklin and Federal Streets	none
Express Buses	South Station	5 minutes
South Shore Ferries	Rose & Foster Wharves	7 minutes

Open Spaces and Landscaping: The Project will include the proposed pedestrian thoroughfare, a weather-protected pedestrian arcade. The pedestrian way shall, at a minimum, be open to the public Monday through Friday from 8:00 A.M. to 7:00 P.M. The sidewalks included in the PDA will also be improved in connection with the Project.

Exterior Building Materials: Granite, limestone, and marble, with stainless steel decoration.

Schematic Design Drawings: Schematic Plans for the Proposed Addition have been prepared by Kohn Pedersen Fox, Associates P.C. The Schematic Plans have been approved by the design review staff of the BRA, upon the condition that the Applicant shall provide landscaping and pedestrian level shielding adequate and appropriate to mitigate adverse wind effects of the Project as may be required by the Authority. The Schematic Plans are listed in Exhibit D attached hereto and are incorporated herein by reference.

Design Review: Pursuant to an Agreement to be entered into between FFP and the Boston Redevelopment Authority, Design Development Plans and Final Working Plans and Specifications for the Proposed Addition will be subject to continuing design review and final approval by the Authority acting in its municipal capacity as the Planning Board of the City of Boston. The design review procedure shall be as specified in the Design Review Procedures promulgated by the Boston Redevelopment Authority in April, 1984. The design of the Proposed Addition as approved by the Authority may be subject to minor modification as the result of continuing design review. Design Development Plans and Final Working Plans and Specifications approved by the Authority shall be conclusively deemed to be in conformity with this Development Plan and Development Impact Project Plan.

Environmental Review: Reports have been submitted to the Authority concerning wind, shadow, and transportation impacts of

the Project. In addition to the environmental impact reports required by the Authority, FFP has been required by the Secretary of Environmental Affairs to prepare an environmental impact report on sewerage and water quality impacts of the Project under the Massachusetts Environmental Policy Act.

Zoning Variances and Conditional Use Permits: The Project is located in a B-10 zoning district and a restricted parking district. The following exceptions from the City of Boston Zoning Code (as amended) are required for construction of the Proposed Addition:

- (a) FAR. The permitted FAR is 10.0. As planned, the FAR of the Project is 18.9 over the PDA. An exception is therefore necessary.
- (b) Parapet Setbacks. The Proposed Addition, as designed, does not satisfy the requirements of Sections 21-1 and 21-2 for parapet setbacks from lot lines. The setback requirements and proposed conditions are shown on Exhibit E. An exception to permit construction of the Proposed Addition with no setbacks is necessary.
- (c) Rear Yard. A rear yard of 13.7 feet is required by Section 20-1 at the north-south lot line abutting the Winthrop Square Parking Garage. None is provided, and an exception is therefore necessary.
- (d) Off-Street Parking. A conditional use within a restricted parking district. A below-grade parking facility with approximately 140 parking spaces is proposed. Conditional use permits for Use No. 59 (parking garage) and Use No. 72 (accessory off-street parking) are therefore necessary.
- (e) Off-Street Loading. Six bays measuring 10 feet wide, 25 feet long, and 14 feet high are required. Four bays of equal or larger dimensions are proposed. An exception to the Code is therefore necessary.

2/19/85

- (f) Other Use Regulations. Over-the-counter sale of on premises prepared food or drink for off-premises consumption (Use No. 36A) is a conditional use in a business district. A conditional use permit is therefore necessary.

75 - 101 Federal Street
Development Plan and
Development Impact Project Plan



TRAFFIC / AUTOMOBILE CIRCULATION)
TRUCK CIRCULATION THRU SITE
PEDESTRIAN CIRCULATION THRU SITE
PUBLIC TRANSPORTATION STOP 3

101
FEDERAL
STREET
: : : :

[illegible]

2
SITE PLAN
PHASES 1&2

75-101 FEDERAL STREET
DEVELOPMENT PLAN AND
DEVELOPMENT IMPACT PROJECT PLAN

Exhibit B

Proposed Uses

Use Items, Boston Zoning Code, Article 8.

Allowed Uses:

- | | |
|-----|--|
| #34 | Retail Business. |
| #37 | Place for sale, service, and consumption of food and beverages not providing dancing and/or entertainment. |
| #38 | Place for sale, service, and consumption of food and beverages, providing dancing and/or entertainment. |
| #39 | Office of accountant, architect, attorney, dentist, physician or other professional person. |
| #40 | Real estate agency, insurance agency, or other agency office. |
| #41 | Office Building. |
| #43 | Service retail (e.g., barber shop, beauty shop, laundry). |

Conditional Uses:

- | | |
|------|---|
| #36A | Place for over the counter sale of on-premises prepared food or drink for off-premises consumption. |
| #59 | Parking Garage. |
| #72 | Off-street parking as an accessory use to #34, #37, #38, #39, #40, #41, #43 and #36A. |

Other Uses: As permitted from time to time in a general business district

2/14/85

75-101 FEDERAL STREET
DEVELOPMENT PLAN AND
DEVELOPMENT IMPACT PROJECT PLAN

Exhibit C
FAR Calculations and Schedule of Project Areas

Existing Building

<u>Floor</u>	<u>Total Gross Floor Area (SF)</u>	<u>Gross Floor Area Exclusions (SF)</u>	<u>Gross Floor Area for FAR Purposes (SF)</u>
Sub-			
Basement	7,350	7,350	---
Basement	20,600	12,400	8,200
1	20,600	350	20,250
Mezzanine	6,200	---	6,200
2	18,050	950	17,100
3	18,050	950	17,100
4	18,050	950	17,100
5	18,050	950	17,100
6	18,050	950	17,100
7	18,050	950	17,100
8	18,050	950	17,100
9	18,050	950	17,100
10	18,050	950	17,100
11	16,350	950	15,400
12	14,900	950	13,950
13	8,500	500	8,000
14	8,500	500	8,000
15	8,500	500	8,000
16	8,500	500	8,000
17	4,600	500	4,100
18	4,600	500	4,100
19	4,250	500	3,750
20	3,200	500	2,700
21	<u>2,600</u>	<u>500</u>	<u>2,100</u>
TOTAL	301,700	35,050	266,650

NOTE: Gross Floor Area for FAR purposes has been calculated pursuant to Section 2-1(21) of the Boston Zoning Code. All below-grade parking and loading areas have been excluded. Deductions for certain mechanical areas located in the proposed addition have not been taken at this time due to lack of detailed definition.

2/14/85

Proposed Addition

<u>Floor</u>	<u>Total Gross Floor Area (SF)</u>	<u>Gross Floor Area Exclusions (SF)</u>	<u>Gross Floor Area for FAR Purposes (SF)</u>
Sub-			
Basement	25,000	25,000	---
Basement	25,000	25,000	---
1	21,000	1,500	19,500
2	13,500	3,000	10,500
3	21,000	2,500	18,500
4	21,000	2,500	18,500
5	21,000	2,500	18,500
6	21,000	2,500	18,500
7	21,000	2,500	18,500
8	21,000	2,500	18,500
9	21,000	2,500	18,500
10	21,000	2,500	18,500
11	21,000	2,500	18,500
12	20,500	2,000	18,500
13	20,500	2,000	18,500
14	20,500	2,000	18,500
15	20,500	2,000	18,500
16	20,500	2,000	18,500
17	20,500	1,500	19,000
18	20,500	1,500	19,000
19	20,500	1,500	19,000
20	20,500	1,500	19,000
21	20,500	1,500	19,000
22	20,500	1,500	19,000
23	20,000	2,000	18,000
24	20,000	2,000	18,000
25	20,000	2,000	18,000
26	20,000	2,000	18,000
27	20,000	2,000	18,000
28	20,000	2,000	18,000
29	20,000	2,000	18,000
30	20,000	2,000	18,000
31	<u>20,000</u>	<u>2,000</u>	<u>18,000</u>
TOTAL	679,000	114,000	565,000

Lot Size. The PDA will contain approximately 44,036 square feet of land, including 42,136 square feet owned by FFP and sidewalk areas of about 1,900 square feet owned by the City, in which FFP will acquire subsurface rights.

Existing FAR. The Existing Building contains about 266,650 square feet of gross floor area for an FAR of approximately 6.3 over the 42,136 square feet of land owned by FFP.

Proposed FAR. As indicated on the Schedule of Floor Areas, the gross floor area for FAR purposes of the Project, as planned, is as follows:

Existing Building	266,650 SF
Proposed Addition	<u>565,000 SF</u>
Total Gross Floor Area	831,650 SF

The FAR of the Project over the PDA is calculated thus:

$$\frac{831,650}{44,036} = 18.9$$

As the maximum allowable FAR is 10.0, an exception from the Zoning Code will be required.

2/14/85

75-101 FEDERAL STREET
DEVELOPMENT PLAN AND
DEVELOPMENT IMPACT PROJECT PLAN

EXHIBIT D

List of Plans

<u>Drawing Number</u>	<u>Title</u>	<u>Date</u>
SK 60	Site Plan	November 27, 1984
SK 61	Sub-Basement Plan	November 27, 1984
SK 62	Basement Plan	November 27, 1984
SK 63	Ground Floor Plan	November 27, 1984
SK 64	Second Floor Plan	November 27, 1984
SK 65	Low Rise Plan, Floors 3-11	November 27, 1984
SK 66	Low Rise Plan, Floors 12-15	November 27, 1984
SK 67	Elevator Machine Room Plan, 16th Floor	November 27, 1984
SK 68	High Rise Plan, 17th Floor	November 27, 1984
SK 69	High Rise Plan, Floors 18-22	November 27, 1984
SK 70	High Rise Plan, Floors 23-29	November 27, 1984
SK 71	High Rise Plan, Floors 30-31	November 27, 1984
SK 72	Roof Plan	November 27, 1984
SK 73	East Elevation, Federal Street	November 27, 1984
SK 74	West Elevation, Devonshire Street	November 27, 1984
SK 75	North Elevation	November 27, 1984
SK 76	South Elevation	November 27, 1984
SK 77	Building Section, North-South	November 27, 1984
SK 78	Building Section, East-West	November 27, 1984
SK 79	Wall Section	November 27, 1984

2/14/85

75-101 FEDERAL STREET
DEVELOPMENT PLAN AND
DEVELOPMENT IMPACT PROJECT PLAN

EXHIBIT E

Setback Calculations - Proposed Addition

<u>Lot Line</u>	<u>Height</u>	<u>Length</u>	<u>Open Space Credit</u>	<u>Setback Required</u>	<u>Setback Proposed</u>
Federal Street	340	130	30	28.75	0.0
Devonshire Street	340	55	30	19.4	0.0
Side (Long)	245	118	0	45.4	0.0
Rear	340	75	0	51.9	0.0
Side (Short)	245	100	0	43.1	0.0

2/7/85

COOPERATION AGREEMENT AND
DEVELOPMENT IMPACT PROJECT AGREEMENT

AGREEMENT made this _____ day of _____, 1985 by and between Franklin Federal Partners, a Massachusetts partnership (the "Applicant"), and the Boston Redevelopment Authority (the "Authority"), acting in its municipal capacity as the Planning Board of the City of Boston pursuant to St. 1960, c. 665, §12 and on behalf of the Neighborhood Housing Trust hereafter to be created.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston on behalf of the Applicant to designate as a Planned Development Area (the "PDA") the land in said City bounded by Federal Street, Franklin Street, Devonshire Street, and the Winthrop Square Parking Garage now owned by the City of Boston.

2. The Applicant will cause the PDA to be developed in accordance with Development Plan and Development Impact Project Plan for Planned Development Area No. 20 (the "Plan") approved after notice and public hearing by vote of the Authority at its meeting held on _____, 1985. A certified copy of said vote together with a copy of said Plan is attached hereto as Exhibit A. The improvements constructed or to be constructed in the PDA as set forth in the Plan are referred to herein as the "Project."

3. The Project shall be subject to design review by the Authority as described in the Authority's publication entitled

"Design Review Procedures" which is attached hereto as Exhibit B, and as set forth in this Agreement (the "Design Review Process").

4. The Applicant has contracted with Kohn Pedersen Fox Associates, P.C. ("Architect") to provide the drawings and specifications for the Project and to furnish customary architect's services during construction of the Project. The Applicant represents to the Authority that the Architect has performed its obligations under that contract which are preliminary to preparation and submission for approval of Design Development Plans, and that the Architect is now authorized by the Applicant to proceed with the preparation of Design Development Plans. Upon approval of the Design Development Plans by the Authority in accordance with this Agreement, Applicant will authorize the Architect to proceed with the preparation of Final Working Plans and Specifications. Upon approval by the Authority, not to be unreasonably withheld, Applicant may substitute an architectural firm other than Kohn Pedersen Fox Associates, P.C. as Architect hereunder. All drawings and specifications will be based upon the State Building Code as it may be varied from time to time with respect to the Project by action of the Board of Appeal.

5. The Authority acknowledges that the Applicant has satisfied the first stage of submissions required by the Authority's Design Review Process which relates to Schematic Design Plans. The Schematic Design Plans prepared by the Architect and referred to in the Plan have been subject to the

Design Review Process and have been approved by the Authority, upon the condition that the Applicant shall provide landscaping and pedestrian level shielding adequate and appropriate to mitigate adverse wind effects of the Project as may be required by the Authority. The Applicant agrees that the Design Development Plans and Final Working Plans and Specifications shall be consistent with the Schematic Design Plans previously approved by the Authority and shall be subject to the Design Review Process.

6. The Design Review Process to be observed by the parties from and after the date of this Agreement shall be as follows:

a. Within thirty (30) days after the designation of the PDA by the Zoning Commission, the Applicant shall submit to the Authority Design Development Plans for the Project. The Authority shall review the Design Development Plans for conformity with the approved Schematic Design Plans and this Agreement and shall, within fifteen (15) days after receipt thereof, either approve the Design Development Plans as conforming with the approved Schematic Design Plans and this Agreement or notify Applicant in writing of disapproval, specifying the respects in which the Design Development Plans do not conform with the approved Schematic Design Plans and this Agreement.

In the event of a disapproval, Applicant shall, within fifteen (15) days after Applicant receives the written notice of such disapproval, resubmit the Design Development Plans altered so as to conform to the approved Schematic Design Plans and this Agreement in those respects specified by the Authority as the

grounds for disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission, until the Design Development Plans shall be approved by the Authority.

b. Within thirty (30) days after the Authority has approved or has been deemed to approve the Design Development Plans, Applicant shall submit to the Authority Final Working Plans and Specifications for the Project. The Authority shall review the Final Working Plans and Specifications for conformity with the approved Design Development Plans and this Agreement and shall, within fifteen (15) days after receipt thereof, either approve the Final Working Plans and Specifications as conforming with the approved Design Development Plans and this Agreement or notify Applicant in writing of disapproval, specifying the respects in which the Final Working Plans and Specifications do not conform to the approved Design Development Plans and this Agreement.

In the event of a disapproval, Applicant shall, within fifteen (15) days after Applicant receives the written notice of such disapproval, resubmit the Final Working Plans and Specifications altered so as to conform to the approved Design Development Plans and this Agreement in those respects specified by the Authority as the grounds for disapproval. The resubmission shall be subject to the procedure hereinabove provided for an original submission, until the Final Working Plans and Specifications shall be approved by the Authority.

c. The Design Review Procedure may incorporate and allow minor changes, from time to time, from the approved Schematic Design Plans (and subsequent elaborations thereof) in order to preserve the essential rights and obligations of the parties to the extent reasonably necessitated by changes of conditions applicable to the PDA including without limitation changes in zoning or other legal requirements and the like.

d. The Authority acknowledges that delays in the Design Review Process may be critical to the cost of developing the Project and agrees that the Authority shall act in a timely manner with respect to time periods for approval or disapproval by the Authority of design materials submitted by Applicant.

e. If Applicant shall fail to make a timely submission of Design Development Plans or Final Working Plans and specifications as required by this Agreement, such failure shall not constitute a default hereunder but Applicant shall notify the Authority of any substantial interruption of the preparation of the Design Development Plans or Final Working Plans and specifications and the reasons for such interruption.

f. Once Final Working Drawings and Specifications have been approved, the only further submissions to be made by the Applicant to the Authority for review hereunder will be any requests for change orders in the construction of those items subject to the Design Review Process pursuant to the Plan that are considered to be substantial and would thus require further Authority review to determine their consistency with the previously approved Plan.

g. Notwithstanding the foregoing, Applicant may submit to the Authority plans and specifications prepared by the Architect for purposes of beginning work with respect to certain elements of the Project which may include such site work, foundation work and other similar items which Applicant proposes to begin on a "fast-track" basis. The Authority will promptly review such plans and specifications for "fast-track" construction in conjunction with the then current stage of the Design Review Process, and shall approve commencement of work on specific "fast-track" construction elements which are demonstrated to the reasonable satisfaction of the Authority to be consistent with those portions of the design materials previously approved. Approval of "fast-track" construction elements shall not waive the Authority's subsequent rights with respect to review and approval of all Design Materials, including requirements with respect to wind mitigation measures.

7. Based on present progress, the Applicant expects that construction in accordance with the Plan will commence on about June 1, 1985 and will require approximately twenty-four (24) additional months for completion. Accordingly, subject to intervening circumstances which might arise, the Applicant expects that the Project will be completed and initially occupied and placed in operation in June, 1987.

8. The Authority will informally advise the Applicant concerning, and will actively cooperate with and publicly support the Applicant's efforts to obtain the designation of the PDA by

the Zoning Commission and the issuance by the Board of Appeal of all exceptions, variances, and other departures from the normal application of the Zoning and Building Codes to the Project and the drawings and specifications therefor which may be necessary in order to obtain issuance of all required Building Permits.

9. If, after construction of the Project has commenced, the Applicant shall, in Applicant's reasonable judgment, determine that it has become infeasible to proceed with the whole or a portion of the approved Plan, then in such case and after substantiation by the Applicant of the reasons for not being able to proceed, the Authority shall cooperate with the Applicant to modify, alter or amend the Plan in order to allow the Applicant the opportunity to reasonably develop the land owned by Applicant.

10. Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Exaction, as such term is defined in Section 26-2(3) of the Zoning Code, in the amount set forth in Paragraph 11 of this Agreement. Applicant may satisfy its obligation for the Development Impact Project Exaction, in whole or in part, by payment in accordance with Section 13 of this Agreement, or by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston in accordance with Section 14 of this Agreement. The sum of: (a) any money payments made under Section 14 plus (b) the total development cost of any housing created under Section 15 shall not be less than the total amount of the Development Impact Project Exaction.

11. The Development Impact Project Exaction for the Project shall be Two Million Three Hundred and Twenty-Five Thousand (\$2,325,000) Dollars. The parties acknowledge that the amount of the Development Impact Project Exaction stated above has been calculated on the basis of the gross floor area stated in the Plan which was estimated on the basis of the Schematic Design Plans previously approved by the Authority. If the gross floor area of Development Impact Uses, as defined in Section 26-3 of the Zoning Code and as certified by the Project Architect, differs from the gross floor area stated in the Plan, this Agreement shall be amended to adjust the amount of the Development Impact Project Exaction in accordance with Article 26 of the Boston Zoning Code.

12. The "Payment Date" shall be the earlier of the issuance of a Certificate of Occupancy for the space to be occupied by the initial tenants of the Project or twenty-four months after the granting of a Building Permit with respect to the Project. If a Building Permit is not granted for any part of such improvements, or if construction of any part of such improvements is abandoned prior to the commencement of substantial construction after a Building Permit is obtained, then Applicant shall have no responsibility for any Development Impact Project Exaction with respect to such improvements.

13. If Applicant shall elect to satisfy the responsibility for the Development Impact Project Exaction, in whole or in part, by money payments, then the Development Impact Project Exaction shall be paid to the City of Boston acting by and through the

Neighborhood Housing Trust, or if such Trust has not been created then to the Authority, in twelve equal annual payments. The first installment of the Development Impact Project Exaction shall be due and payable on the Payment Date and subsequent installments shall be due and payable without interest on the following eleven anniversary dates of the Payment Date, all payments to be made where and otherwise as instructed by the Neighborhood Housing Trust, or if such Trust has not been created then by the Authority.

14. If Applicant shall elect to satisfy the responsibility for the Development Impact Project Exaction, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, Applicant shall submit a proposal in writing to the Authority on or before the Payment Date, describing the number, location, cost and design of the housing units, the total development cost of such housing to be credited against the amount of the Development Impact Project Exaction. The proposal shall be subject to approval by the Authority after public notice and hearing.

15. If the City of Boston shall hereafter impose, assess or levy any excise or tax upon the Applicant or Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for a purpose substantially similar to the purpose of Article 26 of the Boston Zoning Code, any payments made by Applicant pursuant to Section 13, and the total development cost of any contribution to the creation of housing units by Applicant

pursuant to Section 14, shall be credited against any such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such excise or tax, the obligations of the Applicant hereunder shall, to the extent of the amount of such excise or tax, thereupon cease and be of no further force or effect.

16. The Applicant shall formulate a voluntary Employment Opportunity Plan, which Plan will describe Applicant's good faith efforts to achieve a goal that 50% of the employment opportunities created in the Project will be made available to Boston residents.

17. The Applicant agrees to pay the sum of Three Hundred Thousand Dollars (\$300,000) to a fund to be established by the Authority for purposes to be mutually agreed upon by the Authority and the Applicant which may include, without limitation, historic preservation projects to be undertaken by community-based development corporations or minority businesses. Payments by Applicant under this Section 17 shall be as follows: (a) \$150,000 upon the issuance of a Building Permit for the Project by the Inspectional Services Department and (b) \$150,000 upon the issuance of a Certificate of Occupancy for the Project by said Department.

18. The Authority agrees to look solely to the interest in the Project of Applicant, or its successors in interest, as the case may be, for any claim against Applicant or any successor arising under this Agreement. Neither Applicant nor any trustee, beneficiary, partner, manager, agent or employee of Applicant (or its successors and assigns) shall ever be personally or

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individually liable; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

19. This Agreement shall be construed under Massachusetts law, sets forth the entire Agreement among the parties, may be amended or modified only by a writing signed by all parties, and is binding upon and inures to the benefit of the parties and their successors, assigns and legal representatives, notwithstanding any subsequent amendment or repeal (or court decision having the effect of amendment or repeal) to or of the "linkage policies" of the City of Boston as incorporated in Article 26 of the Boston Zoning Code.

Executed under seal as of the date first above written.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment Authority

By: _____

FRANKLIN FEDERAL PARTNERS

By: 75 Federal Street Associates

By: _____
Rosalind E. Gorin,
General Partner

By: Boston HS Associates

By: _____
Kenneth A. Himmel,
General Partner

2/19/85

Exhibit A

[BRA Vote and Plan]

2/19/85

Exhibit B

[Design Review Procedure]

